



**FARMERS  
BRANCH**

**ORDINANCE NUMBER 2166**

**AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AS HERETOFORE AMENDED; SO AS TO GRANT A SPECIFIC USE PERMIT FOR A NON DRIVE-IN RESTAURANT WITHOUT OUTSIDE SALES WINDOW WITHIN THE LIGHT INDUSTRIAL (LI) ZONING DISTRICT AND LOCATED AT THE NORTHEAST CORNER OF ALPHA ROAD AND OMEGA ROAD, PROVIDING FOR CONDITIONS OF OPERATION; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS; PROVIDING FOR INJUNCTIVE RELIEF; AND PROVIDING AN EFFECTIVE DATE.**

Whereas, the Planning and Zoning Commission of the City of Farmers Branch and the governing body of the City of Farmers Branch, in compliance with the Charter of the City of Farmers Branch, and the State Law with reference to amending the Zoning Ordinance Regulations and Zoning Map, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Farmers Branch is of the opinion that said specific use permit should be granted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance of the City of Farmers Branch, Texas, be, and the same is hereby amended, by amending the zoning map of the City of Farmers Branch so as to grant a Specific Use Permit for a non drive-in restaurant without outside sales window within the Light Industrial (LI) zoning district and located at the northeast corner of Alpha Road and Omega Road.

SECTION 2. That the above described non drive-in restaurant shall be constructed and maintained in the manner setforth on the approved site plan attached as Exhibit "A".

SECTION 3. That the above described property shall be used only in the manner and for the purpose provided by the Comprehensive Zoning Ordinance of the City of Farmers Branch.

SECTION 4. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty provided for in the Comprehensive Zoning Ordinance of the City of Farmers Branch, and upon convictions shall be punishable by a fine not to exceed the sum of Two Thousand (\$2,000.00) Dollars for each offense.

SECTION 5. In addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

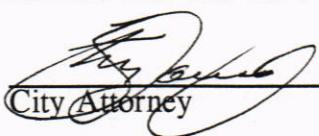
SECTION 6. This ordinance shall take effect immediately from and after its passage and publication of the caption of said ordinance, as the law in such case provides.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH,  
TEXAS, on this the 23 day of January, 1995.

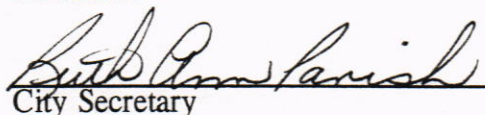
APPROVED:

  
\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Secretary



Being a town of 100,000 people, the City of Detroit has the largest police force in the country. The Detroit Police Department is the largest police force in the country. The Detroit Police Department is the largest police force in the country.

TRAM: 0471044, 0481102, 10C.  
JUNE 9, 1951 PM, 400/100 4311045  
CONCERNING THE LOSS OF THE VESSEL OF 0471045  
CONCERNING THE LOSS OF THE VESSEL OF 0471045

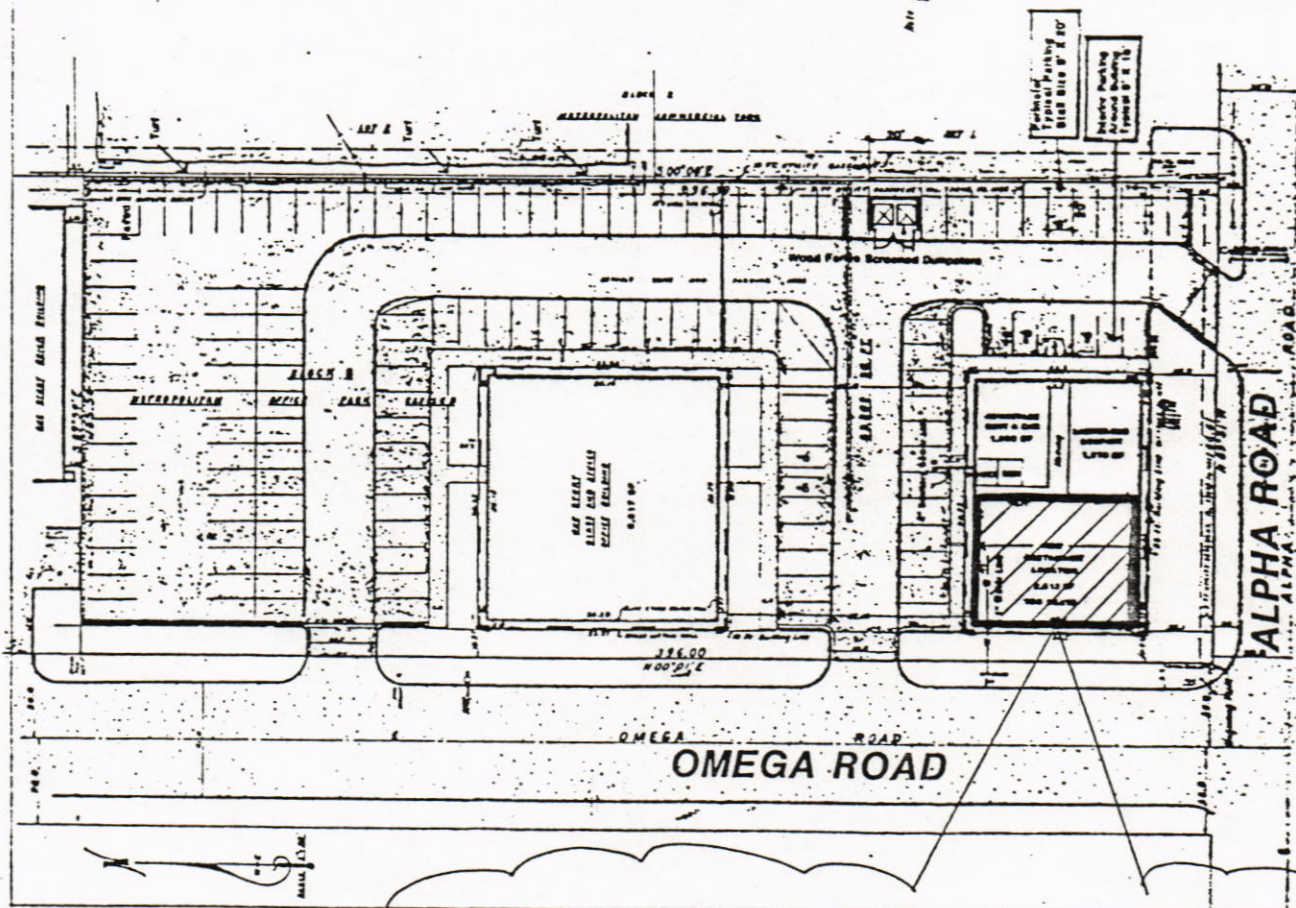
do hereby certify that on this day I took an official and solemn oath, in the presence of the justice of the peace and district attorney, to faithfully execute the duties of my office as indicated by this plan, the laws, ordinances and rules of the city of Chicago, and to support the same as much as I lawfully may, and to do no unlawful thing, as shown by this oath book from the property, location, and dimensions of the premises and rights of any of which I have been informed are shown with the application recording same, and that there are no other bonds or legal restrictions visible on the ground subject than those shown on the plan.

1. 1

*Stacy J. ...*



Area of Region	Population	Area	Population Density	Population of 1960 in Ranking	Area in Ranking	Population Density in Ranking	Population Density of 1960
North	1,000,000	100,000	10.0	1,000,000	100,000	10.0	10.0
South	2,000,000	200,000	10.0	2,000,000	200,000	10.0	10.0
East	3,000,000	300,000	10.0	3,000,000	300,000	10.0	10.0
West	4,000,000	400,000	10.0	4,000,000	400,000	10.0	10.0
Central	5,000,000	500,000	10.0	5,000,000	500,000	10.0	10.0
Southwest	6,000,000	600,000	10.0	6,000,000	600,000	10.0	10.0
Northeast	7,000,000	700,000	10.0	7,000,000	700,000	10.0	10.0
Midwest	8,000,000	800,000	10.0	8,000,000	800,000	10.0	10.0
Southwest	9,000,000	900,000	10.0	9,000,000	900,000	10.0	10.0
Northeast	10,000,000	1,000,000	10.0	10,000,000	1,000,000	10.0	10.0
Midwest	11,000,000	1,100,000	10.0	11,000,000	1,100,000	10.0	10.0
Southwest	12,000,000	1,200,000	10.0	12,000,000	1,200,000	10.0	10.0
Northeast	13,000,000	1,300,000	10.0	13,000,000	1,300,000	10.0	10.0
Midwest	14,000,000	1,400,000	10.0	14,000,000	1,400,000	10.0	10.0
Southwest	15,000,000	1,500,000	10.0	15,000,000	1,500,000	10.0	10.0
Northeast	16,000,000	1,600,000	10.0	16,000,000	1,600,000	10.0	10.0
Midwest	17,000,000	1,700,000	10.0	17,000,000	1,700,000	10.0	10.0
Southwest	18,000,000	1,800,000	10.0	18,000,000	1,800,000	10.0	10.0
Northeast	19,000,000	1,900,000	10.0	19,000,000	1,900,000	10.0	10.0
Midwest	20,000,000	2,000,000	10.0	20,000,000	2,000,000	10.0	10.0
Southwest	21,000,000	2,100,000	10.0	21,000,000	2,100,000	10.0	10.0
Northeast	22,000,000	2,200,000	10.0	22,000,000	2,200,000	10.0	10.0
Midwest	23,000,000	2,300,000	10.0	23,000,000	2,300,000	10.0	10.0
Southwest	24,000,000	2,400,000	10.0	24,000,000	2,400,000	10.0	10.0
Northeast	25,000,000	2,500,000	10.0	25,000,000	2,500,000	10.0	10.0
Midwest	26,000,000	2,600,000	10.0	26,000,000	2,600,000	10.0	10.0
Southwest	27,000,000	2,700,000	10.0	27,000,000	2,700,000	10.0	10.0
Northeast	28,000,000	2,800,000	10.0	28,000,000	2,800,000	10.0	10.0
Midwest	29,000,000	2,900,000	10.0	29,000,000	2,900,000	10.0	10.0
Southwest	30,000,000	3,000,000	10.0	30,000,000	3,000,000	10.0	10.0
Northeast	31,000,000	3,100,000	10.0	31,000,000	3,100,000	10.0	10.0
Midwest	32,000,000	3,200,000	10.0	32,000,000	3,200,000	10.0	10.0
Southwest	33,000,000	3,300,000	10.0	33,000,000	3,300,000	10.0	10.0
Northeast	34,000,000	3,400,000	10.0	34,000,000	3,400,000	10.0	10.0
Midwest	35,000,000	3,500,000	10.0	35,000,000	3,500,000	10.0	10.0
Southwest	36,000,000	3,600,000	10.0	36,000,000	3,600,000	10.0	10.0
Northeast	37,000,000	3,700,000	10.0	37,000,000	3,700,000	10.0	10.0
Midwest	38,000,000	3,800,000	10.0	38,000,000	3,800,000	10.0	10.0
Southwest	39,000,000	3,900,000	10.0	39,000,000	3,900,000	10.0	10.0
Northeast	40,000,000	4,000,000	10.0	40,000,000	4,000,000	10.0	10.0
Midwest	41,000,000	4,100,000	10.0	41,000,000	4,100,000	10.0	10.0
Southwest	42,000,000	4,200,000	10.0	42,000,000	4,200,000	10.0	10.0
Northeast	43,000,000	4,300,000	10.0	43,000,000	4,300,000	10.0	10.0
Midwest	44,000,000	4,400,000	10.0	44,000,000	4,400,000	10.0	10.0
Southwest	45,000,000	4,500,000	10.0	45,000,000	4,500,000	10.0	10.0
Northeast	46,000,000	4,600,000	10.0	46,000,000	4,600,000	10.0	10.0
Midwest	47,000,000	4,700,000	10.0	47,000,000	4,700,000	10.0	10.0
Southwest	48,000,000	4,800,000	10.0	48,000,000	4,800,000	10.0	10.0
Northeast	49,000,000	4,900,000	10.0	49,000,000	4,900,000	10.0	10.0
Midwest	50,000,000	5,000,000	10.0	50,000,000	5,000,000	10.0	10.0



### PROPOSED RESTAURANT LOCATION





Fence Screened Dumpsters

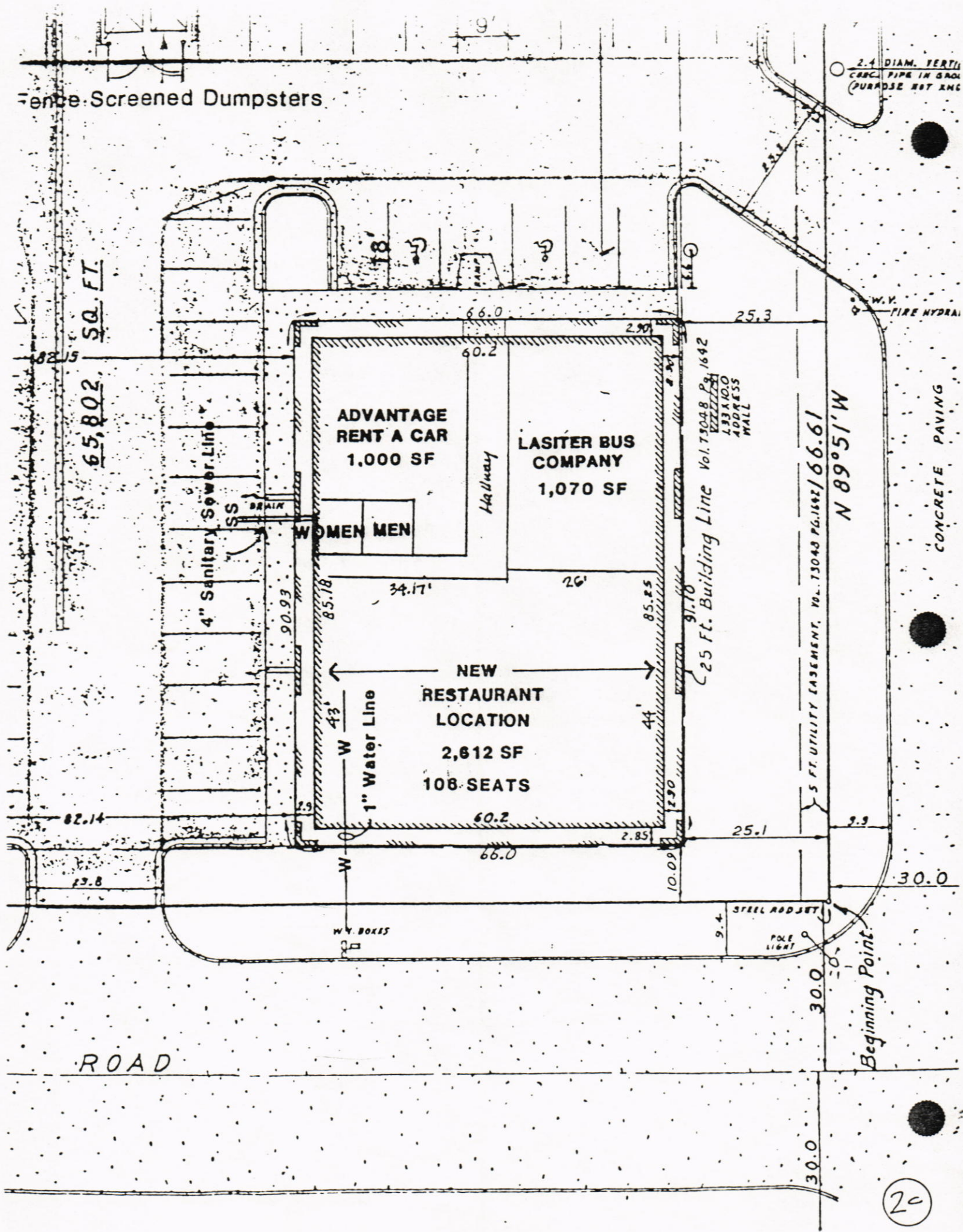
2.4 DIAM. VERT.  
CIRC. PIPE IN GROUND  
(PURPOSE NOT KNOWN)

W.V.  
FIRE HYDRANT

CONCRETE PAVING

Beginning Point

20





Name of Project:	JEN'S PLACE		
Use:	Restaurant		
Zoning:	Light Industrial		
Percent of Use in Building:	25%		
Total Land Area:	65,802 Square Feet		
Total Building Area:	Building 1	2,612 Sq. Ft. (new restaurant) 1,070 Sq. Ft. (Lasitor Bus Co.) 1,000 Sq. Ft. (Advantage Rent-A-Car) 432 Sq. Ft. (Common Area) <hr/> 5,114 Sq. Ft. Total	
	Building 2	<hr/> 6,817 Sq. Ft.	
	TOTAL	<hr/> 11,931 Sq. Ft.	
Building Site Coverage:	18%		
Floor to Area Ratio:	18%		
Landscaping, sq. ft. & percentage:	6,675 Sq. Ft. 10% Provided 5% Required		} BLDG. ONE
Required Parking - Number of Spaces:	66		
Provided Parking - Number of Spaces:	132;;		

STATISTICAL DATA





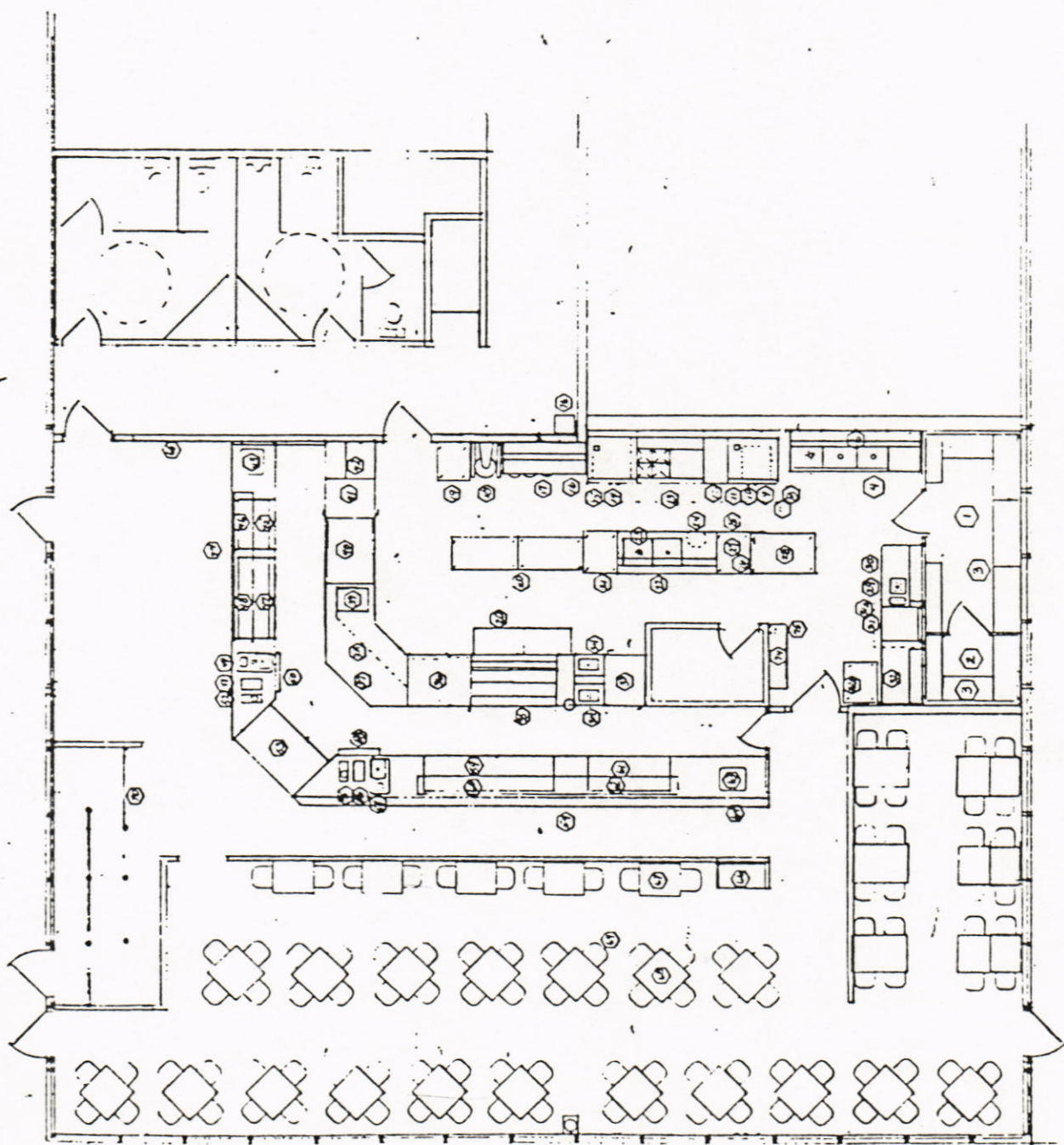






# EQUIPMENT LISTING

1. WALL MOUNTED
2. WALL MOUNTED
3. CHAIRS (24" x 14")
4. THREE COMPARTMENT SINK
5. 30" x 48" x 24"
6. OVERSINK WITH HOT WATER
7. EXHAUST VENTILATION
8. FREE PROTECTION SYSTEM
9. CONVECTION OVEN
10. STEAMER
11. WORK TABLE
12. BAKING WITH GRIDDLE
13. CONVECTION OVEN
14. UNDER OVEN PROOFING
15. BAKER'S TABLE WITH OVERSINK
16. EN-ALIMENT BOND
17. SINK
18. PAN RACK
19. DRY STORAGE RACK
20. PAN RACK
21. VEGETABLE TABLE WITH SINK
22. SINK
23. SINK
24. SINK
25. SINK
26. SINK
27. SINK
28. SINK
29. SINK
30. SINK
31. SINK
32. SINK
33. SINK
34. SINK
35. SINK
36. SINK
37. SINK
38. SINK
39. SINK
40. SINK
41. SINK
42. SINK
43. SINK
44. SINK
45. SINK
46. SINK
47. SINK
48. SINK
49. SINK
50. SINK
51. SINK
52. SINK
53. SINK
54. SINK
55. SINK
56. SINK
57. SINK
58. SINK
59. SINK
60. SINK
61. SINK
62. SINK
63. SINK
64. SINK
65. SINK
66. SINK
67. SINK
68. SINK
69. SINK
70. SINK
71. SINK
72. SINK
73. SINK
74. SINK
75. SINK



RESTAURANT FOR PAM AND JENNIFER  
 NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 TIME: \_\_\_\_\_  
 BY: \_\_\_\_\_  
 FOR: \_\_\_\_\_

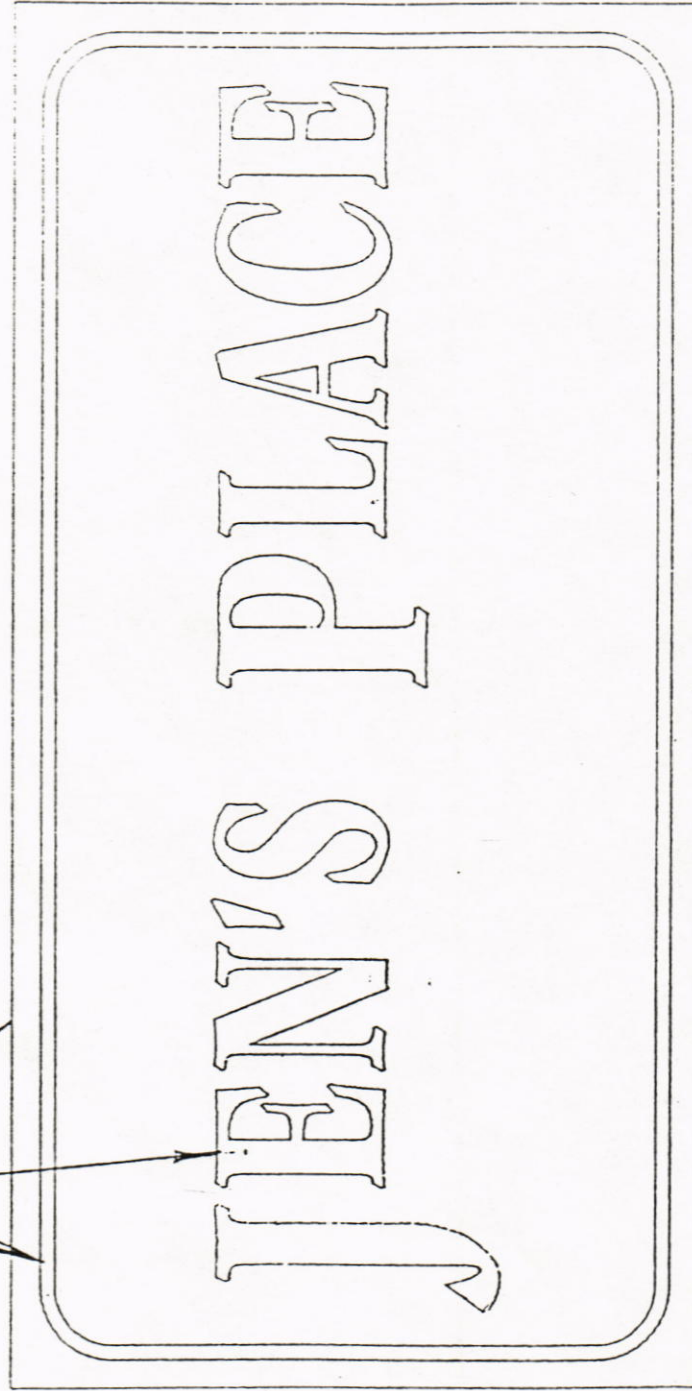


29



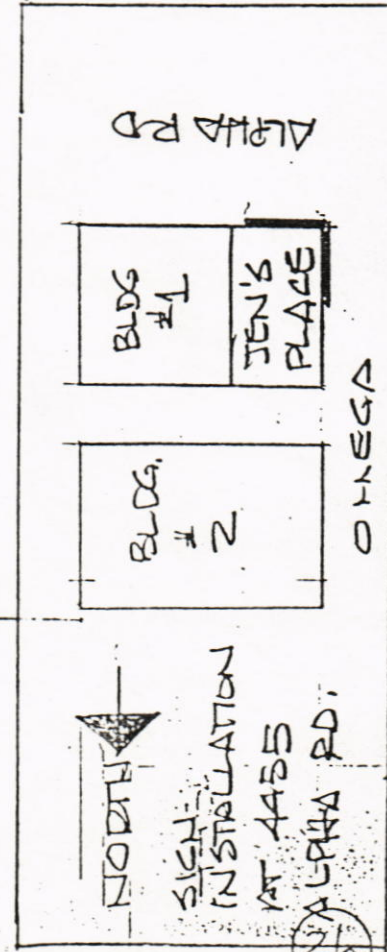
VINYL CUT LETTERS, 1/4" BORDER / COLOR: FOREST GREEN

1/2" INK PLEXIGLAS / WHITE



6'

3'



NORTH  
SIGN  
INSTALLATION  
AT 4455  
ALPHA RD.

Bldg. #1  
JEN'S  
PLACE

Bldg. #2

ALPHA RD

OMEGA

## RECIPROCAL EASEMENT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

This RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made as of the 8<sup>th</sup> day of September, 1997, by and between RANDALL K. GONZALEZ ("Gonzalez") and KUKLOS, INC., a Texas corporation ("Kuklos").

### R E C I T A L S:

A. Gonzalez is the owner of approximately 0.993 acres of real property located in Dallas, Dallas County, Texas, as more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the "Gonzalez Tract").

B. Kuklos is the owner of approximately 0.518 acres of real property located in Dallas, Dallas County, Texas, as more particularly described in Exhibit B attached hereto and made a part hereof for all purposes (the "Kuklos Tract"). (The Gonzalez Tract and the Kuklos Tract are hereinafter individually called a "Tract" and collectively called the "Tracts").

C. Gonzalez and Kuklos recognize that for the most favorable utilization of their respective Tracts, it is necessary that they agree and cooperate with respect to and provide reciprocal access to and from the Gonzalez Tract and the Kuklos Tract, and accordingly, each desire to grant to the other certain easements and rights for their benefit and the benefit of their respective officers, employees, tenants, business invitees and all licensees and guests over and across certain portions of their respective Tracts, all in accordance with the terms of this Agreement.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and the sum of \$10.00 and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Gonzalez and Kuklos hereby agree as follows:

1. Gonzalez Easement. Kuklos hereby grants and conveys to Gonzalez, his successors and assigns, a nonexclusive, free, continuous and uninterrupted easement for vehicular and pedestrian traffic, on, over and across all areas of the Kuklos Tract which from time to time are used as drives (including all



rights to use abutting curb cuts and entrances onto public streets which are incident to such drives) (the "Gonzalez Easement Tract"). The foregoing easement is granted for vehicular and pedestrian access, ingress and egress, but not parking. Except as expressly provided otherwise herein, Kuklos shall not block, hinder, or prevent access to, from and over the Gonzalez Easement Tract. In addition, Kuklos will not alter the drives located on the Kuklos Tract unless reasonable alternative access is provided Gonzalez, it being understood that such access shall always remain immediately adjacent to the Gonzalez Tract.

## 2. Kuklos Easements.

a. Gonzalez hereby grants and conveys to Kuklos, its successors and assigns, a nonexclusive, free, continuous and uninterrupted easement for vehicular and pedestrian traffic on, over and across all areas of the Gonzalez Tract which from time to time are used as drives (including all rights to use abutting curb cuts and entrances onto public streets which are incident to such drives) (the "Kuklos Access Easement Tract"). The foregoing easement is granted for vehicular and pedestrian access, ingress and egress, but not parking.

b. For parking purposes, Gonzalez hereby grants and conveys to Kuklos, its successors and assigns, (1) an exclusive, free, continuous and uninterrupted easement to park in and on the parking spaces located on those portions of the Gonzalez Tract shown by cross-hatching on the drawing attached hereto as Exhibit C and made a part hereof (the "Kuklos Parking Easement Tract") between the hours of 11:00 a.m. and 2:00 p.m., Dallas, Texas time (it being intended that between the hours of 11:00 a.m. and 2:00 p.m., Dallas, Texas time, no parties, including Gonzalez and Gonzalez' officers, employees, tenants, business invitees, licensees and guests, other than Kuklos, its successors and assigns, and those parties to whom Kuklos, its successors and assigns grant such right under Section 4 hereof, may park in and on the parking spaces located on the Kuklos Parking Easement Tract), and (2) a nonexclusive, free, continuous and uninterrupted easement to park in and on the parking spaces located on the Kuklos Parking Easement Tract during all other hours.

c. Gonzalez shall allow Kuklos to place and continue to locate a trash dumpster on that portion of the Gonzalez Tract identified by cross-hatching and labeled "Dumpster" on Exhibit C (the "Dumpster"). The Dumpster may be used by the owners of the Gonzalez Tract and the owners of the Kuklos Tract. Neither party may permit others to use the Dumpster. Kuklos shall negotiate a contract to dispose of trash in the Dumpster and shall pay the costs of such contract. In order to provide Kuklos access, ingress and egress to the Dumpster, Gonzalez hereby grants and



conveys to Kuklos, its successors and assigns, a nonexclusive, free, continuous and uninterrupted easement on, over and across the Kuklos Access Easement Tract. At Gonzalez' option and expense, the Dumpster may be relocated to that portion of the Gonzalez Tract identified by cross-hatching and labeled "Dumpster" on Exhibit D. Such relocation shall not constitute a violation of the agreements made by Gonzalez in this Section 2. Notwithstanding anything to the contrary contained herein, Kuklos may, at any time, notify Gonzalez that it wishes to move the Dumpster onto the Kuklos Tract, in which event, the agreements made in this Section 2.c. shall terminate.

d. Except as expressly provided otherwise herein, Gonzalez shall not block, hinder or prevent access to, from and over the Kuklos Access Easement Tract or Kuklos Parking Easement Tract. In addition, Gonzalez will not alter the drives or parking areas located on the Gonzalez Tract unless reasonable alternative access and parking is provided Kuklos, it being acknowledged that it is necessary that such access and parking always remain immediately adjacent to the Kuklos Tract.

### 3. Utility Easements.

a. Each party to this Agreement hereby grants to the other party, for the benefit of the respective Tract owned by such other party, nonexclusive, free, continuous and uninterrupted easements under, through and across those portions of the grantor's Tract upon which are not constructed buildings, for the installation, operation, maintenance, repair and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephone lines, electrical conduits or systems, gas mains and other public or private utilities. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service (including temporary service required during the maintenance, repair, replacement or alteration of any buildings or improvements located on any Tract). The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the improved Tract by the granting party, and the location of such easement facilities shall be subject to such granting party's prior written consent (which consent shall not be unreasonably withheld); moreover, the benefitted party shall bear all costs related to the installation, operation, maintenance, repair and replacement of such easement facilities, shall repair to the original specifications any damage to the easement area resulting from such use and shall provide as-built plans for all such facilities to the owner of the Tract upon



which such utility lines and facilities are located within thirty (30) days after the date of completion of construction of same.

b. At any time and from time to time the owner of a Tract shall have the right to relocate on its Tract any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the land of such owner, provided that any such relocation (i) shall be performed only after sixty (60) days notice of the owner's intention to undertake the relocation has been given to the owner of each Tract served by the utility line or facility, (ii) shall not unreasonably interfere with or diminish utility service to the other Tract, (iii) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility to the other Tract, (iv) shall be performed without cost or expense to the owner or occupant of the other Tract and (v) shall provide for the original and relocation area to be restored to the original specifications. The owner performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the owner of the other Tract served by such utility lines and facilities within thirty (30) days after the date of completion of such relocation.

c. Each party further agrees to grant such additional easements as are reasonably required by any public or private utility for the purpose of providing the utility lines and facilities described herein provided such easements are not otherwise inconsistent with the provisions of this Agreement.

4. Private Easements. Nothing contained in this Agreement shall ever be deemed to create a gift or dedication of all or any portion of the Gonzalez Tract or the Kuklos Tract to the general public or for any public use or public purpose whatsoever, and nothing contained herein, express or implied, shall confer upon any person or entity other than Gonzalez and Kuklos and their respective successors and assigns any rights or remedies under or by reason of this Agreement. It is the agreement of Gonzalez and Kuklos that this Agreement shall be solely for the benefit of the Tracts. Gonzalez and Kuklos shall each have the right to close any portion of the Gonzalez Tract or the Kuklos Tract, respectively, for a reasonable period of time to the extent required for necessary construction, maintenance and repair. Gonzalez and Kuklos shall each have the right to grant a license, right or permission to their respective officers, employees, tenants, business invitees and all licensees and guests to use any of the easement areas or avail themselves of any rights granted herein, but any action to enforce any of such rights may be maintained only by Gonzalez and Kuklos or their respective successors and assigns.



5. Lighting. All parking areas, drives and buildings shall be lighted from dusk to dawn, in a manner consistent with the lighting in place on each Tract as of this date.

6. Maintenance and Repair. Gonzalez shall maintain and repair the Kuklos Access Easement Tract and Kuklos Parking Easement Tract in good condition and repair. Kuklos shall maintain and repair the Gonzalez Easement Tract in good condition and repair. The obligations under this Section include maintenance and repair of pavement (including striping of driveways and parking areas) and removal of trash and debris.

7. Indemnity.

a. Gonzalez agrees to indemnify and hold harmless Kuklos from any and all liability or damages which Kuklos may suffer as a result of claims, demands, costs, liens, judgments or awards against Kuklos arising out of or as a result of any use of the easements granted to Gonzalez herein by Gonzalez and/or the customers, guests, employees and business invitees of Gonzalez or other users of the easements granted to Gonzalez herein, except to the extent caused by Kuklos' breach of its obligations under this Agreement or covered by insurance applicable to the Kuklos Tract.

b. Kuklos agrees to indemnify and hold harmless Gonzalez from any and all liability or damages which Gonzalez may suffer as a result of claims, demands, costs, liens, judgments or awards against Gonzalez arising out of or as a result of any use of the easements granted to Kuklos herein by Kuklos and/or the customers, guests, employees and business invitees of Kuklos or other users of the easements granted to Kuklos herein, except to the extent caused by Gonzalez' breach of its obligations under this Agreement or covered by insurance applicable to the Gonzalez Tract.

8. Insurance. Each owner of all or any portion of a Tract shall, with respect to its Tract and the operations thereon, at all times during the term of this Agreement, maintain in full force and effect comprehensive public liability insurance with a financially responsible insurance company or companies; such insurance to provide for a combined single limit of not less than One Million Dollars (\$1,000,000.00) for personal or bodily injury or death and for property damage. Such insurance shall specifically extend to the contractual obligation of the insured party arising out of the applicable indemnification obligation set forth in Section 7 above; however, to the maximum extent permitted by commonly available insurance, the parties hereby waive subrogation with regard to their respective insurance coverages and agree that the location of the damage shall



determine whose insurance coverage shall be applicable to the damage.

9. Covenants Running With the Land. The obligations, benefits and burdens contained in this Agreement shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

10. Entire Agreement. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force or effect. Any subsequent amendment or modification shall be in writing and executed by the then current owners of the Gonzalez Tract and the Kuklos Tract.

11. Attorneys' Fees. If any controversy, claim or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, expenses and costs.

12. No Partnership. Notwithstanding anything to the contrary expressed or implied herein, the relationship between Gonzalez and Kuklos shall not be deemed a partnership or joint venture.

13. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term of this Agreement shall be valid and enforced to the fullest extent permitted by law.

14. Sale of Property. Upon the transfer of all or a portion of a Tract, the new owner shall become fully responsible for all obligations hereunder which accrue from and after the date of transfer and which are attributable to the property it is acquiring; and in such event the former owner shall be released from all obligations which accrue after the date of the transfer.

15. Notice. All notices required or permitted to be delivered hereunder shall be in writing. Notices shall be delivered in one of the following ways: (a) by hand delivery, marked for same day delivery, to the address specified below; (b) by deposit of the notice, marked for next day delivery, with an overnight courier service, to the address specified below; or (c) by deposit of the notice via certified mail, return receipt requested, in an official depository for the U.S. mail, to the address specified below. Communications shall be sent to the party to whom given at the address or number set forth below:



If to Gonzalez: Randall Gonzalez  
4455 Alpha Road, Building 2  
Dallas, Texas 75244

If to Kuklos: Kuklos, Inc.  
4455 Alpha Road, Building 1  
Dallas, Texas 75244  
Attn: Pamela Christon

Each of the above-listed addressees may change its address and number for notice purposes by delivering to the other addressee a written notice of change of address and number in the manner specified herein.

16. Breach.

a. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by the nonperforming party (the "Defaulting Party"):

(1) The failure to make any payment required to be made hereunder within fifteen (15) days after written notice thereof from the party entitled to such payment,

(2) The failure to observe or perform any of the covenants, conditions or obligations set forth in Sections 1 and 2 hereof within one (1) business day after the issuance of a notice by the other party specifying the nature of the default, or

(3) The failure to observe or perform any of the covenants, conditions or obligations of this Agreement, other than as described in clauses (1) and (2) above, within fifteen (15) days after the issuance of a notice by the other party (the "Nondefaulting Party") specifying the nature of the default, unless such Defaulting Party has commenced to cure such default or breach within the fifteen day period described above and diligently prosecutes such cure to completion.

b. With respect to any default under Section 16.a.(2) or (3) above, any Nondefaulting Party shall have the right, but not the obligation, to cure such default by the payment of money or performance of such other action for the account of and at the expense of the Defaulting Party. To effectuate any such cure, the Nondefaulting Party shall have the right to enter upon the Tract of the Defaulting Party to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party (but with the Nondefaulting Party to indemnify the Defaulting Party for any damage caused, or liability incurred, as a result of the Nondefaulting Party's negligence or malfeasance while on the Defaulting Party's Tract). In the event any Nondefaulting Party shall cure a default, the



Defaulting Party shall reimburse the Nondefaulting Party for all reasonable costs and expenses incurred in connection with such curative action, plus interest at the lower of (i) the highest lawful contract rate permitted in the State of Texas or (ii) rate of eighteen percent (18%) per annum, within fifteen (15) days of receipt of demand together with reasonable documentation supporting the expenditures. Costs and expenses accruing or assessed pursuant to this subsection (b) described above shall constitute a lien against the Defaulting Party's Tract. The lien shall attach and take effect upon recordation of a claim of lien in the office of the County Clerk of Dallas County, Texas, by the party making the claim. The claim of lien shall include (i) the name of the lien claimant, (ii) a statement concerning the basis for the claim of lien, (iii) identification of the owner or reputed owner of the Tract against which the lien is claimed, (iv) a description of the Tract against which the lien is claimed, (v) a description of the work performed which is giving rise to the claim of lien and a statement itemizing the amount thereof, and (vi) a statement that the lien is claimed pursuant to the provisions of this Agreement, reciting the date, book and page of recordation hereof. The lien claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any manner allowed by law, including, without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the laws of the State of Texas.

c. Each party shall have the right to specific enforcement of this Agreement and may prosecute any proceedings at law or in equity against any Defaulting Party or any other person that violates, attempts to violate, or threatens to violate the provisions of this Agreement. The parties agree that one party's violation, attempted violation, or threatened violation of the terms, covenants, or conditions of this Agreement (including the easement rights that this Agreement confers) shall presumptively cause the other party irreparable injury and shall entitle the party presumptively suffering the injury to restrain by injunction any violation, attempted violation, or threatened violation of those terms, covenants, or conditions (including that party's easement rights) and to obtain a decree specifically enforcing and otherwise compelling performance or observance of them.

d. All of the remedies permitted or available to a party under this Agreement or at law or equity shall be cumulative and not alternative, and election of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. Neither the failure by either party to exercise, nor any delay by either party in exercising, any right or remedy upon any default by the other shall be construed as a waiver of such default or as



a waiver of the right to exercise any such right or remedy at a later date.

17. Condemnation and Casualty. In the event of condemnation by any duly constituted authority for a public or quasi-public use of all or any part of either Tract, that portion of the award attributable to the value of the land within the area covered by that portion of the easement area granted herein and so taken shall be payable to the owner in fee thereof and no claim thereon shall be made by the other owner; provided, however, that if and to the extent that a claim by such other owner will not reduce the award to the fee owner, such other owner may file a collateral claim with the condemning authority over and above the value of the land within the easement area so taken, to the extent of any damages suffered resulting from the severance of the appurtenant easement area so taken. In the event all or any portion of any building on a Tract is damaged or destroyed by fire or other casualty, the owner of such Tract (or portion thereof) shall promptly restore or cause to be restored such building or, in lieu thereof, shall remove or cause to be removed the damaged portion of such building together with all rubble and debris related thereto. Any area formerly covered by buildings which are not reconstructed following a casualty shall be graded to the level of the adjoining property and shall be covered by well-maintained grass or a one inch asphalt dust cap and shall be kept weed free and clean at the sole cost and expense of the owner of such Tract (or portion thereof).

18. Ordinances. Each party shall at its own expense comply with all laws, ordinances, and regulations of all applicable governmental authorities, present or future, affecting its respective Tract, irrespective of the nature of the work, if any, required for such compliance, in order that the easements granted herein may at all times be used as contemplated herein.

19. Taxes, Assessments and Compliance with Laws. Each party shall pay (or cause to be paid), prior to any penalty attaching thereto, all real estate taxes and assessments imposed upon the land and improvements located on its respective Tract.

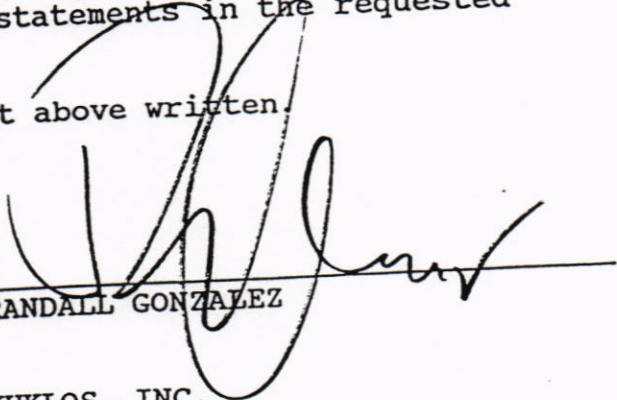
20. Governing Law; Headings. This Agreement and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. The headings contained herein are for convenience only and shall not be considered in construing this Agreement.

21. Lienholders. This Agreement shall not be effective against the parties until execution of the Consent and Subordination of Lienholders set forth below.



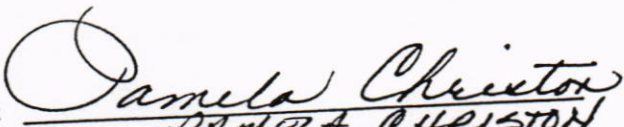
22. Estoppel Certificate. Each party shall, upon request of the other party, deliver an estoppel certificate, consisting of reasonable statements required by any mortgagee or purchaser of any interest in the other party's Tract, which statements may include but shall not be limited to the following: (a) this Agreement is in full force and effect, (b) this Agreement has not been modified or amended, (c) neither party is in default, and (d) each party has fully performed all of its obligations hereunder. If a party is unable to make any statements contained in the Estoppel Certificate because the same is untrue, the party shall with specificity state the reason why such statement is untrue. If a party fails to deliver an estoppel certificate within ten (10) days after written request therefor, that party shall be deemed to have made the statements in the requested estoppel certificate.

EXECUTED as of the date first above written.

  
RANDALL GONZALEZ

KUKLOS, INC.

By:

  
Name: PAMELA CHRISTON

Title: PRESIDENT



Consent and Subordination of Lienholders

\_\_\_\_\_, the beneficiary of a deed of trust covering the Gonzalez Tract, and HAL MCCOMMAS, the beneficiary of a deed of trust covering the Kuklos Tract, join in the execution of this Agreement to consent to the execution hereof, and to agree that each of their respective deeds of trust are subordinate and inferior to this Agreement.

\_\_\_\_\_  
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Hal McCommas



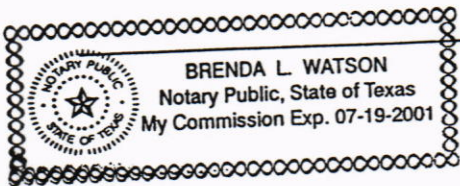
THE STATE OF TEXAS )

COUNTY OF DALLAS )

This instrument was acknowledged before me on September  
\_\_\_\_, 1997 by Randall Gonzalez.

Brenda L. Watson  
Notary Public, State of Texas  
Brenda L. Watson  
(printed name)

My commission expires:



THE STATE OF TEXAS )

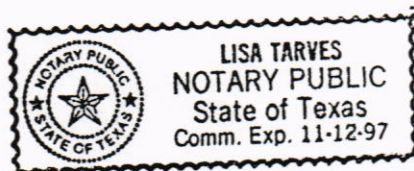
COUNTY OF DALLAS )

This instrument was acknowledged before me on September  
8, 1997 by Pamela Christon, President  
of Kuklos, Inc., a Texas corporation, on behalf of said  
corporation.

Lisa Tarves  
Notary Public, State of Texas  
Lisa Tarves  
(printed name)

My commission expires:

11/12/97





THE STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on September  
\_\_\_\_, 1997 by \_\_\_\_\_, a  
of \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
(printed name)

My commission expires:

\_\_\_\_\_.

THE STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on September  
\_\_\_\_, 1997 by Hal McCommas.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
(printed name)

My commission expires:

\_\_\_\_\_.



EXHIBIT A

Being a tract of land located in the City of Farmers Branch, Dallas County, Texas, being part of Block B of Metropolitan Office Park Revised, an addition to the City of Farmers Branch, according to the Map thereof recorded in Volume 73048, Page 1642 of the Map Records of Dallas County, Texas, and being more particularly described as follows:

Beginning at a point on the west line of said Block B and the east line of Omega Road, 60.0 feet wide, 125.80 feet N 00 Degrees 01' east from its intersection with the north line of Alpha Road, 60.0 feet wide;

Thence N 00 degrees 01' E, along the east line of Omega Road, a distance of 270.20 feet to a steel rod for corner;

Thence S 89 degrees 59' E, a distance of 165.56 feet to a steel rod for corner on the east line of said Block B;

Thence S 00 degrees 08' E, along the east line of said Block B, a distance of 216.20 feet to a point for corner; being 180.19 feet N 00 degrees 08' W from the southeast corner of said Block B;

Thence N 89 degrees 59' W, a distance of 29.13 feet to a point for corner;

Then S 00 degrees 01' W, parallel with Omega Road, a distance of 54.00 feet to a point for corner;

Thence N 89 degrees 59' W, a distance of 137.00 feet to the place of beginning;

Containing 43,254 square feet of land, more or less.



E X H I B I T    B

BEING A TRACT OF LAND LOCATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, BEING PART OF BLOCK B OF METROPOLITAN OFFICE PARK REVISED, AN ADDITION TO THE CITY OF FARMERS BRANCH, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 73048, PAGE 1642 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS, AND BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS;

BEGINNING AT A STEEL ROD AT THE SOUTHWEST CORNER OF SAID BLOCK B AT THE INTERSECTION OF THE NORTH LINE OF ALPHA ROAD, 60.0 FEET WIDE, WITH THE EAST LINE OF OMEGA ROAD, 60.0 FEET WIDE;

THENCE N 00 DEGREES 01 MINUTES E, ALONG THE EAST LINE OF OMEGA ROAD, A DISTANCE OF 125.80 FEET TO A POINT FOR CORNER;

THENCE S 89 DEGREES 59 MINUTES E, A DISTANCE OF 137.00 FEET TO A POINT FOR CORNER;

THENCE N 00 DEGREES 01 MINUTES E, PARALLEL WITH OMEGA ROAD, A DISTANCE OF 54.00 FEET TO A POINT FOR CORNER;

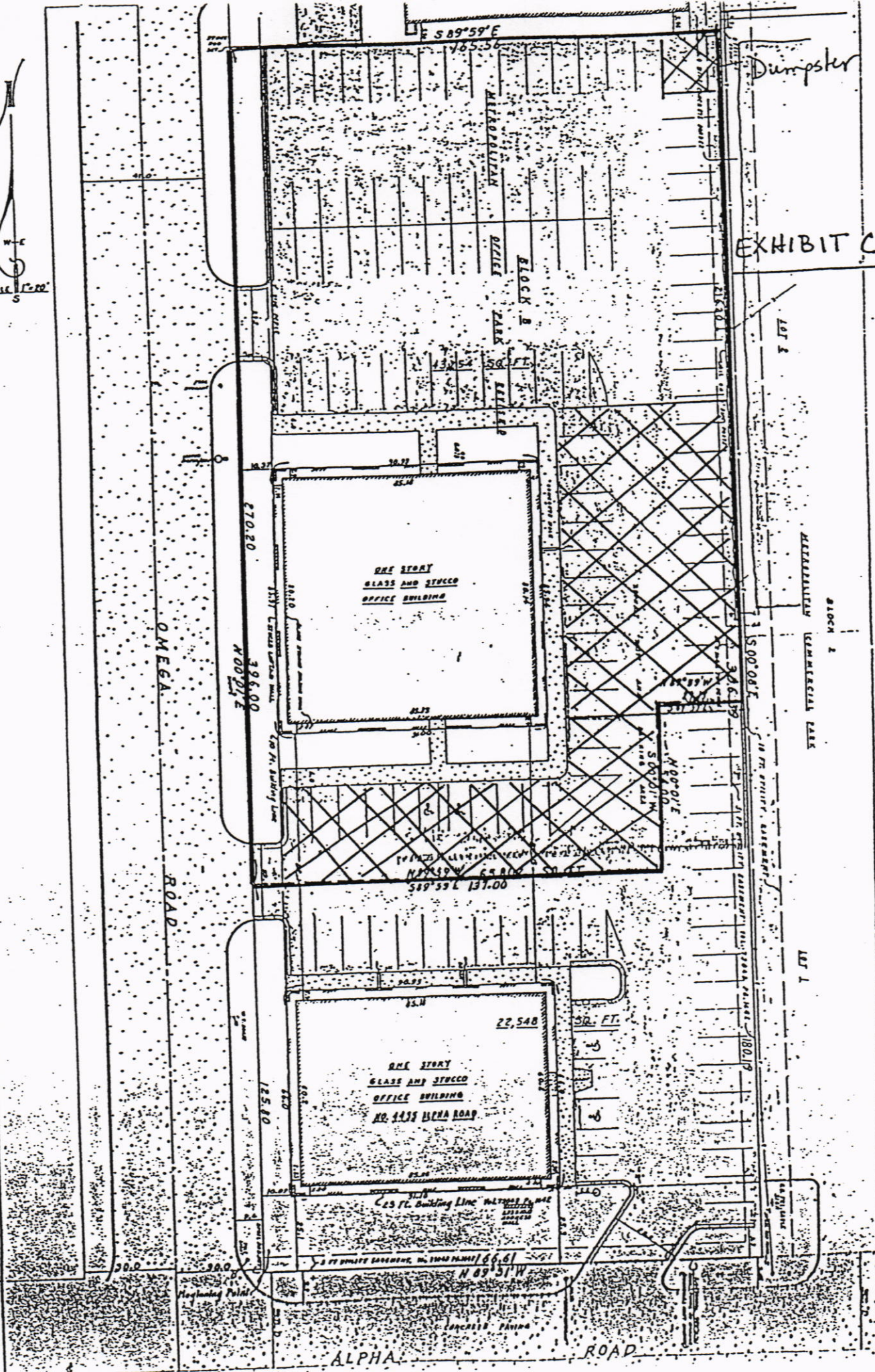
THENCE S 89 DEGREES 59 MINUTES E, A DISTANCE OF 29.13 FEET TO A POINT FOR CORNER ON THE EAST LINE OF SAID BLOCK B;

THENCE S 00 DEGREES 08 MINUTES E, ALONG THE EAST LINE OF SAID BLOCK B, A DISTANCE OF 180.19 FEET TO A STEEL ROD AT THE SOUTHEAST CORNER OF SAID BLOCK B ON THE NORTH LINE OF ALPHA ROAD;

THENCE N 89 DEGREES 51 MINUTES W, ALONG THE NORTH LINE OF ALPHA ROAD, A DISTANCE OF 166.61 FEET TO THE PLACE OF BEGINNING;

CONTAINING 22,548 SQUARE FEET OF LAND, MORE OR LESS.





DUMPSITE  
EXHIBIT C

BLOCK 2  
COMMERCIAL PARK

OMEGA ROAD

ALPHA ROAD



Dampster